

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
www.purchasing.utah.gov

**Request for Proposal
Agency Contract**

Solicitation Number: **NO6522**
Due Date: **11/09/05 at 3:00 P.M.**
Date Sent: October 21, 2005

Goods and services to be purchased:

CONTRACT TO PROVIDE SPECIALIZED MEDIA EXPERTISE AND TRAINING AND TO ASSIST IN THE DEVELOPMENT OF A STRATEGIC MARKETING PLAN FOR THE DEPARTMENT OF NATURAL RESOURCES

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: NO6522

Due Date: 11/09/05

Vendor Name:

CONTRACT TO PROVIDE SPECIALIZED MEDIA EXPERTISE AND TRAINING AND TO ASSIST IN THE DEVELOPMENT OF A STRATEGIC MARKETING PLAN FOR THE DEPARTMENT OF NATURAL RESOURCES, PER THE ATTACHED SPECIFICATIONS.

RX#: 560 60000000003
COMMODITY CODE(S): 96153, 91503 AND 91876

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

REQUEST FOR PROPOSAL
Specialized Media Expertise
Solicitation # NO6522

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide specialized media expertise and training and assist in the development of a strategic media plan for the Utah Department of Natural Resources. It is anticipated that this RFP may result in a contract award to "a single contractor" There is no guarantee that any contract will be awarded.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The Utah Department of Natural Resources consists of seven divisions and approximately 1200 employees. The following is a list of the divisions:

- Forestry, Fire & Lands - Responsible for forest management.
- Utah Geologic Survey - Provides geologic research and information.
- Oil, Gas & Mining - Regulates energy.
- Parks & Recreation - Provides recreational opportunities.
- Water Resources - Assists communities in the development of water.
- Water Rights - Regulates and adjudicates water throughout the state.
- Wildlife Resources - Manages state wildlife.

The products and services the department delivers provides the quality of life Utahans enjoy. The states abundance of natural resources is one of the top reasons people choose to live in Utah. Since this is the case, the department receives a good deal of media coverage, the majority of which focuses on the wildlife and parks and recreation divisions. The department as a whole, however, is not well recognized, understood or valued. The core goal of this RFP is to raise recognition of the department and instill a sense of value for the products and services provided. The department wants the public at large to realize the quality of life they enjoy is due to the efforts of the department and its dedicated employees. A budget of \$25,000 is available for this endeavor.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of The Department of Natural Resources. The reference number for the transaction is Solicitation # NO6522. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and six identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of two years. The contract may be extended beyond the original contract period on a year-to-year basis for up to four years by mutual agreement between DNR and contractor.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for two years. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Nancy Orton via email at: nancyo@utah.gov or via fax at: 801-538-3882. Questions are due by 5:00 p.m. on October 31, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

- Develop a strategic media plan that will improve the understanding and perception of the department and the services it provides. The plan should include the expected time it will take to implement the plan.
- Provide expertise in marketing all aspects of revenue generating activities the department provides.
- Identify opportunities and advise the department on ways to use marketing to increase revenue potential. The objective is to enhance revenue at all revenue generating activities in the department such as golf course operations, park and recreation operations, consumptive and non-consumptive aspects of wildlife recreation. Increased revenue for agencies can compensate for reduced budgets and/or create new opportunities for programs.
- Study and determine non-traditional public affairs opportunities not being used by the agency in order to create higher visibility and understanding of the department's missions and services available to the general public.
- Study additional opportunities to work with media contacts and facilitate new/stronger relationships between the agency and the media.
- The successful offeror will provide customized media training for the leadership of Natural Resources on an ongoing basis. The training should address new and upcoming trends in media, as well as media interview techniques and opportunities.
- Identify and train department and division public affairs staff on new ways to distribute information to the media and general public.

DELIVERABLES

See detailed scope of work.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- I. Letter of Transmittal. The letter of transmittal should include an introduction of the offeror's company, the name, address, and telephone number of the person to be contacted, along with others who are authorized to represent the company in connection with this RFP.
- II Executive Summary. An executive summary that briefly describes the offeror's approach to the proposal and clearly indicates any options or alternatives. It should also indicate any major requirements that cannot be met by offeror. This summary should also highlight the major features of the proposal and identify any supporting information considered pertinent. In short, the reader should be able to determine

the essence of the proposal and generally how well it meets the requirements by reading the executive summary.

II Detailed Discussion. This discussion is a basic business plan presentation; complete with estimate of investment, timetable for implementation and menu selections the offeror is offering, as well as pricing. This section should constitute the major portion of the proposal and must contain at least the following information:

- A. A general but complete overview of the offeror's assessment of the work to be performed and the ability to meet those aims, along with the resources necessary to meet the requirements of the RFP. This overview should demonstrate the offeror's understanding of the desired overall performance expectations as well as how well it will meet the requirements.
- B. Each offeror shall provide a minimum of three business references, giving names, addresses and telephone numbers is required

PROPOSAL EVALUATION CRITERIA

A committee will evaluate the proposals against the following weighted criteria. Each are of the evaluation criteria must be addressed in detail in the proposal.

- 1- Creativity in developing opportunities to promote Natural Resource revenue enhancement opportunities. This will be based on past work and creativity of ideas proposed to promote Natural Resources. (30 Points)
- 2- Quality of media training proposal. (25 Points)
- 3- Experience working with public sector agencies. (5 Points)
- 4- References. (10 Points)
- 5- Cost including blended hourly rate and budget-allocation of funds (30 points)

TITLE OF PROJECT AND SOLICITATION # NO6522
RFP EVALUATION SCORESHEET

Firm Name: _____ .

Evaluator: _____ .

Date: _____ .

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Creativity in ideas to promote Natural Resources revenue enhancement opportunities (30 points possible)		----	----	----
Promotion adds value to the department	10 points possible		X 2	
Promotion targets appropriate audience	10 points possible		X 2	
Time required to implement promotion	10 points possible		X 2	
2. Quality of media training proposal (25 points possible)		----	----	----
Dynamic style of training	10 points possible		X 2	
New and upcoming trends addressed, as well as proven techniques	10 points possible		X 2	
Time required to complete training sessions	5 points possible		X 1	
3. Experience working with public sector (5 points possible)	5 points possible		X 1	
4. References (10 points possible)	10 points possible		X 2	
5. Cost (30 points possible)	30 points possible			
Budget - Allocation of Funds	15 points possible		X 3	
Blended Hourly Rate	15 points possible		X 3	* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	